Case 7:07-cv-03050-CS-LMS Document 37-3

Filed 06/06/2008 Page 1 of 3 May. 10 2007 07:38PM P2

Doug Maxwell/Media Right Music

212-462-0081

QC2/1/Q0

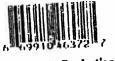
Ф3:57 PM

3 1/1

February 1, 2000

Sam Perlinan The Orchard 45 Orchard Street New York, NY 10002





Media Right Productions

Dear Sam,

This letter confirms our conversation of today:

The audio CD titles listed below will be distributed by The Orchard under the terms and conditions listed in your distribution agreement.

My signature below confirms our acceptance of all your specified terms and conditions.

TITLES FOR DISTRIBUTION:

- "Music For Lovemaking"
- "Music For Lovemaking II"
- "Sounds Of The Womb"
- "A Celebration Of Motherhood"
- "Songs For Dogs"
- "Songs For Cats"
- "Golf's Greatest Hits I"
- "Cigar Smokin' Sounds"
- "Primal Pounding"
- "H2Overtures"
- "Being The Best"

Thank you, and I look forward to great success

Yours truly,

Doug Maxwell

DES WHAT STAD OTREET BUITE BE NEW YORK, BY 10011

00006

Case 7:07-cv-03050-CS-LMS Document 37-3

Filed 06/06/2008

Page 2 of 3

07/18/2007 WED 13:46 FAX 9146840196 PAUL M MILLMAN, ESQ

M008/000

05/29/2007 TUE 10:33 FAX 9146840198 PAUL M MILLMAN, ESQ

Ø 004/007

FROM : The Orohand

FRK NO. :2122019203

May. 10 2007 97:39PM P3

WELCOME TO THE ORCHARD: You are entering a special place where dreams live and hopes grow. In order for it to work we must have an agreement, so here it is!

We agree to provide You incomposite the Territory and during the Sales Period with listing of your Recordings in E-Stores during the Term. We will pay you Seventy (70%) Accounting and Payment Policy), which directly results from sales of any of your Recordings.

You grant to us throughout the Territory during the Sales Period the NON-EVET VISTUE rights to sell, distribute and otherwise exploit any and all of your Recordings by any and all means and media (whether now known or existing in the future), including, without minimation, the non-exclusive rights to sell, distribute and otherwise exploit any and all of your Recordings throughout E-Stores including, but not limited to, those via the Internet, we will see all digital storage, download and transmission rights, whether now known or existing in the future.

You grant to us throughout the Territory and during the Sales Period the rights to use water name(s), professional and/or group name(s), principagina and other images and likeness of You, biographical and/or other information concerning You regarding all of our business activities (provided we will not have my manhabiling rights for anything other than your Recordings).

You agree to supply us with compact discs, including artwork, of your Recordings manufactured by You or on your behalf sufficient to fulfill orders for your Recordings promptly tollowing our request. You shall be responsible for all the costs associated with additional preparation (including shrinkwap and jewal box).

Payment for your sales will be processed when you account balance reaches \$50.00 (Fifty dollars), Tryons quarterly balance to less dam \$50.00 (Fifty dollars), this amount will be rolled into the following quarter.

We shall have the right to withhold Twenty-five (25%) of the Net Income as a reserve for returned and/or deflective goods. However, these reserve will be released and point to You no later than two (2) quarterly accounting periods from the time such reserve is initially established. Not withstanding the foregoing, we reserve the right to increase the reserve if units shipped exceeds 100 in any given quarter.

company named by us) the rights, contained herein, without any liability to us or any company named by us) the rights, contained herein, without any liability to us or any responsible to pay all applicable persons and companies (including, but not limited to all music publishers) for all defents to use all according persons and/or samples) contained in your Recordings (and/or in all according). You remark that the use of the



07/18/2007 WED 13:46 FAY 0146840106 PAUL M MILLMAN, ESQ

\$1000/000

05/29/2007 TUE 10:33 FAX 9146840196 PAUL M MILLMAN, ESQ

Ø 005/007

FROM : The Orchard

FRX NO. :2122019283

May. 10 2007 07:39PM P4

same by us (and any person or company named by us) will not infringe upon the rights of any nature or any person or company. You agree to indomnally, adminute, and indicate, our officers, members, agents, representatives, successors, designees and assigns harmless from and against any and all liability loss, damage, next and expense (including court costs and reasonable attorney's fees) arising out of or connected with any claim by any one or more third party which arises out of any breach of any of your manufacture.

We shall not be responsible for any inadvertent error in any listing of your Recordings. We reserve the right to reject any of your Recording(a), arrows or other material submitted by You. We may assign our rights under this agreement in whole or in part. You may not assign this agreement without prior express written consent. You shall he responsible for all costs of shipping Recordings between You and Us, and shipping costs in the event of returns.

The following words when used have the following meanings: "You" means the person(s) signing as individual(s) and/or as member(s) of any group(s).

"Wo" or "Us" means ORCHARD ENTERPRISES, INC., dba THE ORCHARD.

"Turninry means the Universa. "Signing Date" means the date You sign. "Term" means a period starting on the Signing Date and ending one (1) year from the Signing Date.

"Accordings" means cash east every compact case and/or any other audio and/or sudiovisual recording in any format, in whole or in part (whether now known or existing in the finance) which You derives during the Term. "Sales remod" means the time period beginning on the Signing Date and continuing in perpetuity for each of your Recordings in many of the Turning." "Policies" means electromically or digitally accessed commercial retailers (whether now known or created in the future) including, but not limited to on line stated attended at the continuing minus cach and every cost and expense incurred by us available related to these sales, not implicating overhands.

This does not create a partnership or joint renture between You and in. This contained the entire agreement between You and us pertaining to its subject matter and may not be changed, waived, discharged or terreinaned in whole or in part, except by an instrument in writing signed by You and us. This agreement shall be governed by the laws of the State of New York which apply to agreement entered into and wholly performed in the State of New York and any disputes axising from this agreement shall be subject to the exclusive jurisdiction of the state or federal courts loosted in the City, County or State of New York.

WHEW! We're glad you made it through. Now let's get on with the good stuff and Grow.